

Exhibit

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IGOR CELOTTI

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CALIFORNIA
ASSOCIATION
OF REALTORS

RESIDENTIAL LEASE AFTER SALE
Seller in Possession After Close of Escrow
(Extended for possession of 30 or more days)
S.E.A.R. Form RLSA, Revised 1994

Assignee: F. Toororo Nguyen

Suncoaster Marine, LLC, a California limited liability company (Buyer/Landlord)
and Suncoaster Marine, LLC, a California limited liability company (Seller/Tenant)
have entered into a purchase agreement for the real property described below. Close of escrow for the purchase agreement is scheduled to occur on
April 27, 2006. Buyer, as Landlord, and Seller, as Tenant, agree as follows:

1. PROPERTY:

A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 15000 Santa Monica Blvd, Santa Monica, CA (Premises).

B. The Premises are for the sole use as a personal residence by the following named persons only: Kevin Kake (Tenant).

C. The parcel of property listed in the purchase agreement, contained pursuant to paragraph 11, is included.

2. **TERMS:** The term begins on the date that escrow closes on the purchase agreement ("Commencement Date"), and shall terminate on (date) the 30th day following the Commencement Date at midnight ☐ AM ☐ PM. Tenant shall vacate the Premises upon termination of this Agreement, unless (a) Landlord and Tenant have signed a new agreement, (b) mandated by local rent control law, or (c) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate pursuant to California Civil Code §704.1. Rent shall be at a rate agreed to by Landlord and Tenant, or as stated by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. **RENT:** "Rent" shall mean all monetary obligations of Tenant to Landlord under the terms of this Agreement, except security deposit.

A. Tenant agrees to pay, per month ☐ Buyer's PTL or PPS \$5,000.00 for the 30 days (Amount of the Agreement).

B. Rent is payable in advance on the 1st day of each calendar month, and is due on the 1st day of each calendar month.

C. Commencement Date falls on a day other than the day Rent is payable under this Agreement and Tenant has paid a full month's Rent in advance of Commencement Date. Rent for the second calendar month shall be payable based on a 30-day period.

D. **PAYMENT:** Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, ☐ through escrow (per narrow instruction), or ☐ other to (name) Buyer.

by at any other location subsequently specified by Landlord in writing to Tenant) between the hours of 9:00 AM and 5:00 PM on the following days: 1, 2.

E. If any payment is returned for insufficient funds (NSF) or because tenant stops payment, then, after that (a) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (b) all future Rent shall be paid by ☐ money order, ☐ cashier's check.

4. SECURITY DEPOSIT:

A. Tenant agrees to pay \$15,000 as a security deposit. Security deposit will be paid by ☐ personal check, ☐ money order, ☐ cashier's check, ☐ through escrow (see paragraph 3 above), ☒ other See Addendum #4. Security deposit will be ☐ transferred into hold by Buyer, or ☐ held in Buyer's Broker's trust account. (Note: The maximum amount that Landlord may receive as security deposit cannot exceed two months' Rent for unfurnished Premises, or three months' Rent for furnished Premises.)

B. All or any portion of the security deposit may be used, as reasonably necessary, for: (1) cure Tenant's default in payment of Rent, which includes Late Charges, NSF fee, or other sums due; (2) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (3) clean Premises, if necessary, upon termination of tenancy; and (4) replace or return personal property or appliances now. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If at any portion of the security deposit is used during tenancy, Tenant agrees to reimburse the total security deposit within five days after written notice is delivered to Tenant. Within 30 days after Tenant vacates the Premises, Landlord will: (1) return to Tenant any remaining portion of the security deposit to Tenant. See Addendum #4.

C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on the Agreement, or as subsequently modified.

D. No interest will be paid on security deposit unless required by local law.

E. If the security deposit is held by Landlord, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Landlord's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposits are retained in someone other than Tenant, then Broker shall notify Tenant, in writing, where and in whom security deposit has been retained. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. **EXPRESS PAYMENT:** (Check all that apply) ☒ Security deposit, ☐ First month's Rent, ☐ Rent for the entire lease term (if lease term is at least 90 days). ☐ Other, per escrow instructions, shall be paid out of Seller's proceeds from the escrow for the purchase of the Premises.

6. LATE CHARGE: RETURNED CHECKS:

A. Tenant acknowledges either late payment of Rent or issuance of a returned check (NSF) may cause Landlord to incur costs and expenses, the exact amount of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and rescheduling expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 8 (or ☐) calendar days after date due, or if a check is returned, Tenant shall pay to Landlord, immediately, an additional sum of \$ 35.00 or 1% of the Rent due as a Late Charge and \$35.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

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Tenant's initials (TV)
Landlord's initials (TV)
Revised by _____ Date _____

RESIDENTIAL LEASE AFTER SALE (RLSA PAGE 1 OF 5)

Agent: Coldwell Banker Phone: 310 378 8470 Fax: 310 378 8597 Prepared using WINFORMS software
Broker: COLDWELL BANKER RESIDENTIAL BROKERAGE 8000 SUNSET BLVD STE 100, LOS ANGELES CA 90069

Received by: Apr 07 2006 1:09PM E-mail: George Nagler

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Printed: _____ Date: _____

KEYS; LOCKS:

1. Tenant acknowledges possession of _____ remote control device(s) for garage door(s) operation.

2. ☐ key(s) to Premises

3. ☐ key(s) to mailbox

4. ☐ key(s) to common area(s)

5. ☐ have not been re-keyed.

6. Tenant acknowledges that locks to the Premises _____

7. Tenant acknowledges existing locks or opening devices. Tenant shall immediately deliver copies of all keys to Landlord. Tenant shall pay all costs and charges incurred for loss of any keys or opening devices. Tenant may not remove keys from the Premises.

8. Tenant shall make Premises available to Landlord or Landlord's representative for the purpose of entering to make necessary or agreed repairs, decorations, alterations or improvements, or to supply necessary or agreed services, or to show Premises to prospective or actual tenants, contractors, or other persons as contractors. **See Addendum 1**

9. Landlord and Tenant agree 24-hour written notice shall be reasonable and sufficient notice. However, if the purpose of the entry is to: (a) make repairs or alterations or improvements or to supply necessary or agreed services, or (b) show Premises to prospective or actual tenants, contractors, or other persons as contractors, or (c) conduct an inspection of the Premises prior to the Tenant moving out, 48-hour written notice is required unless the Tenant waives the right to such notice in writing at the time of any key or opening device delivery or replacement.

10. ☐ If any time without prior notice.

11. ☐ If checked, Tenant authorizes the use of a key/copy of key in the Premises and agrees to sign a key/copy of key acknowledgment (C.A.R. Form KLA).

12. **SIGNATURE:** Tenant authorizes Landlord to place FOR SALE/LEASE signs on the Premises.

13. **ASSIGNMENT; SURRENDER:** Tenant shall not assign all or any part of Premises, or assign or transfer this Agreement or any interest in it without prior written consent of Landlord. Unless such consent is obtained, any assignment, transfer or subletting of Premises, or this Agreement or tenancy, by voluntary act of Tenant, operation of law or otherwise, shall at the option of Landlord terminate the Agreement. Any proposed assignment, transfer or subletting shall submit to Landlord an application and must inform Landlord of the proposed assignment, transfer or subletting, shall not be construed as consent to any subsequent assignment, transfer or subletting and shall not release Tenant of Tenant's obligations under the Agreement.

14. **JOINT AND INDIVIDUAL OBLIGATIONS:** If there is more than one Tenant, each one shall be individually and completely responsible for the performance of all obligations of Tenant under this Agreement jointly with every other Tenant, and collectively, whether or not in possession.

15. ☐ **LEAD-BASED PAINT:** Premises was constructed prior to 1978. In accordance with federal law, Landlord shall not Tenant acknowledge receipt of the disclosure on the attached form (C.A.R. Form FLD) and a federally approved lead pamphlet.

16. ☐ **MILITARY ORDINANCE DISCLOSURE:** If applicable and known to Landlord, Landlord is required to provide a disclosure form to the tenant.

17. ☐ **PERIODIC PEST CONTROL:** Landlord has entered into a contract for periodic pest control treatment of the Premises and shall provide Tenant a copy of the notice originally given to Landlord by the pest control company.

18. **DATABASE DISCLOSURE: NOTICE:** The California Department of Justice, Sheriff's Departments, police departments serving jurisdictions of 200,000 or more and many other law enforcement agencies maintain for public access a database of the locations of persons required to register pursuant to paragraph (1) of subdivision (3) of Section 260.4 of the Penal Code. The data base is updated on a quarterly basis and a source of information about the presence of these individuals in any neighborhood. The Department of Justice also maintains a Sex Offender Identification Unit through which inquiries about individuals may be made. This is a "501" telephone service. Callers must have specific information about individuals they are checking. Information regarding neighborhoods is not available through the "501" telephone service.

19. **TENANT'S OBLIGATIONS UPON VACATING PREMISES:**

A. Upon termination of the Agreement, Tenant shall: (i) give Landlord all copies of all keys or opening devices to Premises, including any common areas; (ii) vacate and surrender Premises to Landlord, empty of all persons; (iii) vacate any/all parking or other storage spaces; (iv) clean and deliver Premises, as specified in paragraph C below, to Landlord in the same condition as received in paragraph 10; (v) remove all debris; (vi) give written notice to Landlord of Tenant's forwarding address; and (vii) **See Addendum 1**

B. **ALTERATIONS/IMPROVEMENTS:** All alterations/improvements made by or on behalf of Tenant, with or without Landlord's consent, become the property of Landlord upon termination. Landlord may charge Tenant for restoration of the Premises to the condition it was in prior to any alterations/improvements.

C. **Right to Pre-Move Out Inspection and Repairs as follows:** (i) After giving or receiving notice of termination of a tenancy (C.A.R. Form NTI), or before the end of a lease, Tenant has the right to request that an inspection of the Premises take place prior to termination of the lease or rental (C.A.R. Form KRI). If Tenant requests such an inspection, Tenant shall be given an opportunity to remedy identified deficiencies prior to termination, consistent with the terms of the Agreement. (ii) Any repairs or alterations made to the Premises as a result of this inspection (collectively, "Repairs") shall be made at Tenant's expense. The work shall comply with applicable law, including governmental permit, inspection and approval requirements. Repairs shall be performed in a good, skilful manner with materials of quality and appearance comparable to existing materials. If it is understood that exact restoration of appearance or cosmetic finish is not possible, Repairs may not be possible. (iii) Tenant shall (a) obtain written estimates for Repairs performed by others; (b) prepare a written statement indicating the Repairs performed by Tenant on the date of such Repairs; and (c) provide copies of receipts and statements to Landlord prior to termination.

20. **BREACH OF CONTRACT; EARLY TERMINATION:** In addition to any obligations established by paragraph 20, in event of termination by Tenant prior to completion of the original term of the Agreement, if applicable, Tenant shall also be responsible for lost rent, rental commissions, advertising expenses and other costs incurred by Landlord in marketing the Premises for rental.

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RLAS RELEASE 1/04 (PAGE 3 OF 4)

RESIDENTIAL LEASE AFTER SALE (RLAS PAGE 3 OF 4)

Confidential Treatment Requested

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Apr 03 2006 10:17AM George Nagler

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p. 4
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- 22. TEMPORARY RELOCATION:** Subject to local law, Tenant agrees, upon demand of Landlord, to temporarily vacate Premises for a reasonable period to allow for fumigation (or other response) to control wood destroying pests or organisms, or other response to Premises. Tenant agrees to comply with all instructions and requirements necessary to prepare Premises to accommodate pest control, fumigation or other work, including bagging or storage of food and medicine, and removal of perishables and valuables. Tenant shall only be entitled to a credit of Rent equal to the per diem Rent for the period of time Tenant is required to vacate Premises.
- 23. DAMAGE TO PREMISES:** If, by no fault of Tenant, Premises are totally or partially damaged or destroyed by fire, earthquake, accident or other casualty that renders Premises totally or partially uninhabitable, either Landlord or Tenant may terminate this Agreement by giving the other written notice. Rent shall be abated as of the date Premises become totally or partially uninhabitable. The abated amount shall be the current monthly Rent prorated on a 30-day period. If this Agreement is not terminated, Landlord shall promptly repair the damage, and Rent shall be reduced based on the extent to which the damage interferes with Tenant's reasonable use of Premises. If damage occurs as a result of an act of Tenant or Tenant's guests, only Landlord shall have the right of termination, and no reduction in Rent shall be made.
- 24. INSURANCE:** Tenant's or guest's personal property and vehicles are not insured by Landlord, manager or, if applicable, HOA. Tenant shall obtain loss or damage due to fire, theft, vandalism, rain, water, electrical or negligent acts of others, or any other cause. Tenant is advised to carry Tenant's own insurance (owner's insurance) to protect Tenant from any such loss or damage. Tenant shall comply with any requirement imposed on Tenant by Landlord's insurer to avoid: (i) an increase in Landlord's insurance premium for Tenant; and (ii) any increase in premium; or (iii) loss of insurance.
- 25. WATERBODIES:** Tenant shall not use or have waterbodies on the Premises unless: (i) Tenant obtains a valid waterbodied insurance policy; (ii) Tenant increases the security deposit in an amount equal to one-half of one month's Rent; and (iii) the bed conforms to the floor load capacity of Premises.
- 26. WAIVER:** The waiver of any breach shall not be construed as a continuing waiver of the same or any subsequent breach.
- 27. NOTICE:** Notices may be served at the following address, or at any other location subsequently designated:
Landlord: George Nagler
Tenant: IGOR CELOTTI
1200 KENNETH ST. #2100
LOS ANGELES, CA 90024
TEL: 310-407-1111
- 28. VERIFICATION OF CERTIFICATE:** Tenant shall execute and return a written acknowledgment of receipt delivered to Landlord or Landlord's agent within 3 days after its receipt. Failure to comply with this requirement shall be deemed Tenant's acknowledgment and the receipt certificate is true and correct, and may be relied upon by a lender or purchaser.
- 29. MEDIATION:**
A. Consistent with paragraphs B and C below, Landlord and Tenant agree to mediate any dispute or claim arising between them out of the Agreement, or any resulting transaction, before resorting to court action. Mediation fees, if any, shall be divided equally among the parties involved. If, for any dispute or claim to which this paragraph applies, any party commences an action without first attempting to resolve the matter through mediation, or refuses to mediate after a request has been made, then that party shall not be entitled to recover attorney fees, even if they would otherwise be available to that party in any such action.
B. The following matters are excluded from mediation: (i) an unlawful detainer action; (ii) the filing or enforcement of a mechanics lien; and (iii) any matter within the jurisdiction of a probate, small claims or bankruptcy court. The filing of a court action is not a waiver of a notice of pending action, for order of attachment, receivership, injunction, or other provisional remedies, shall not constitute a waiver of the mediation provision.
C. Landlord and Tenant agree to mediate disputes or claims involving Listing Agent, Leasing Agent or property manager ("Broker"), provided Broker shall have agreed to such mediation prior to, or within a reasonable time after, the dispute or claim is presented to such Broker. Any action by Broker to participate in mediation shall not result in Broker being deemed a party to the Agreement.
- 30. ATTORNEY FEES:** In any action or proceeding arising out of this Agreement, the prevailing Landlord and Tenant shall be entitled to reasonable attorney fees and costs from the non-prevailing Landlord or Tenant, except as provided in paragraph 35A agreed by the parties.
- 31. C.A.R. FORM:** C.A.R. Form remains the specific form referenced or another comparable form.
- 32. COVER TERMS AND CONDITIONS; SUPPLEMENTS:** During the term Seller shall maintain a policy of
LIABILITY INSURANCE in an amount of \$1,000,000 per occurrence and \$1,000,000 aggregate limit.
The following ATTACHED supplements are incorporated in this Agreement: [] Residential Addendum (C.A.R. Form 10A)
[] Transfer of Ownership Addendum (C.A.R. Form 10B)
[] Leasehold and Landlord's Lien Addendum (C.A.R. Form 10C)
- 33. TIME OF ESSENCE; ENTIRE AGREEMENT:** Time is of the essence. All understandings between the parties are incorporated in the Agreement. Its terms are intended by the parties as a final, complete and exclusive expression of their Agreement with respect to its subject matter, and may not be contradicted by evidence of any prior agreement or contemporaneous oral agreement. If any provision of this Agreement is held to be ineffective or invalid, the remaining provisions will nevertheless be given full force and effect. Neither this Agreement nor any provision in it may be extended, amended, modified, altered or changed except in writing. This Agreement is subject to California landlord-tenant law and shall incorporate all changes required by amendment or successors to such law. This Agreement and any supplement, addendum or modification, including any copy, may be signed in two or more counterparts, all of which shall constitute one and the same writing.
- 40. AGENCY:**
A. **CONFIRMATION:** The following agency relationship(s) are hereby confirmed for this transaction:
Listing Agent (Agent representing the Seller in the purchase agreement)
(Print firm name) John E. H. H. H.
is the agent of (check one): ☐ the Tenant exclusively; or ☒ both the Landlord and Tenant.
Selling Agent (Agent representing the Buyer in the purchase agreement)
(Print firm name) John E. H. H. H.
is not same as Listing Agent is the agent of (check one): ☐ the Landlord exclusively; or ☐ both the Tenant and Landlord.
B. **DISCLOSURE:** ☐ (if checked): The term of this lease consists of one year. A disclosure regarding real estate agency relationship (C.A.R. Form AD) has been provided to Landlord and Tenant, who each acknowledge its receipt.

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RLAS (REVISED 1994) (PAGE 4 OF 5)

RESIDENTIAL LEASE AFTER SALE (RLAS PAGE 4 OF 5)

Confidential Treatment Requested

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SENATE-PSI-00093974

Apr 03 2006 10:17AM George Nagler

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P. 3
P. 4

Addendum
To Residential Lease After Sale
Between Sweetwater Malibu, LLC, landlord
And
Sweetwater Moss, LLC, tenant

43. Paragraph 4.A, Security Deposit, is amended by adding at the end the following: "The security deposit will be held by escrow holder in accordance with the Agreement of Purchase and Sale and Joint Escrow Instructions between Landlord, as seller, and Tenant, as buyer, dated January 11, 2006."

44. The last sentence of paragraph 4.B, should read in full as follows: "Within three (3) business days after Tenant vacates the Premises, Landlord shall (1) furnish Tenant an itemized statement indicating the amount of any security deposit received and the basis for its disposition, and (2) return any remaining portion of the security deposit to Tenant."

45. Paragraph 9, Utilities, should read in full as follows: "Tenant agrees to pay for all utilities and services and all cost of maintenance including, without limitation, gardener and homeowner's fees. If any utilities are separately metered, Tenant shall pay Tenant's proportional share, as reasonably determined and directed by Landlord."

46. Paragraph 18.A. is amended by adding at the beginning the following: "Beginning from and after the end of the first week of the term of the lease."

47. Paragraph 28.A. (VI) is inserted to read as follows: "all debts and personal property not included in the sale shall be removed by the date tenant vacates the Premises."

TWO
Landlord's Initials

Tenant's Initials

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SENATE-PSI-00093976

Received Fax : Apr 02 2006 8:09AM

Fax Station : George Nagler

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Apr 01 06 12:31p

Mar 31 2006 01:11PM

GEORGE NAGLER

P. 5
P. 15

SUPPLEMENTAL ESCROW INSTRUCTIONS

Date: March 30, 2006

To: First American Title Company, 520 North Central Avenue, Glendale, CA
91203, Phone - (818)242-5800 x 5145 Fax - (886)744-0233

Shari Anderson, Escrow Officer, File No.: LGL-2261234 (SLA)

Re: 3620 Sweetwater Mesa Road, Malibu, CA 90265 ("Property")

The Escrow Instructions are amended as follows:

1. Buyer and Seller approve the Residential Lease After Sale attached as Exhibit A. You are authorized to fill in the date of the closing in the fourth line and anywhere else it may be needed over the signatures of Buyer and Seller. Buyer and Seller shall each deliver to you prior to the closing two sets that will be signed and initialed. Following the close of escrow, you are authorized to deliver to each of Buyer and Seller a set of the Lease signed by each of Buyer and Seller.
2. Except as provided in paragraph 1, all other terms and conditions of this Escrow Instructions remain the same.

BUYER:


Teodoro Nguema Obiang

Sweetwater Malibu, LLC, a California limited liability company

By: 
Teodoro Nguema Obiang, its Manager

SELLER:

Sweetwater Mesa LLC., a Delaware limited liability company

By: Karen Rabe

Confidential Treatment Requested

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SENATE-PSI-00094046

Received Fax : Apr 02 2006 8:19AM Fax Station : George Nagler 6

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CALIFORNIA
ASSOCIATION
OF REALTORS®**RESIDENTIAL LEASE AFTER SALE**
Seller in Possession After Close of Escrow
(Intended for possession of 30 or more days)(C.A.R. Form RLAS, Revised 10/94) Assignee of: Teodoro NguyenSweetwater Mallory, LLC, a California limited liability company (Buyer/Landlord)
and Sweetwater Mica, LLC, a California limited liability company (Seller/Tenant)
have entered into a purchase agreement for the real property described below. Close of escrow for the purchase agreement is scheduled to occur on (date) 2006. Buyer, as Landlord, and Seller, as Tenant, agree as follows:**1. PROPERTY:**A. Landlord rents to Tenant and Tenant rents from Landlord, the real property and improvements described as: 1000 N. Main St., Natick, MA (Premises).B. The Premises are for the sole use as a personal residence by the following named persons only: Karen Kabe

C. The personal property listed in the purchase agreement, maintained pursuant to paragraph 11, is included.

2. TERM: The term begins on the date that escrow closes on the purchase agreement ("Commencement Date"), and shall terminate on (date) the 30th day following the Commencement Date at midnight ☐ AM ☐ PM. Tenant shall vacate the Premises upon termination of this Agreement, unless (i) Landlord and Tenant have signed a new agreement, (ii) mandated by local rent control law, or (iii) Landlord accepts Rent from Tenant (other than past due Rent), in which case a month-to-month tenancy shall be created which either party may terminate pursuant to California Civil Code §1946.1. Rent shall be at a rate agreed to by Landlord and Tenant, or as allowed by law. All other terms and conditions of this Agreement shall remain in full force and effect.

3. RENT: Tenant shall meet all monetary obligations of Tenant to Landlord under the terms of this Agreement, except security deposit.

A. Tenant agrees to pay, per month ☐ Buyer's PITI, or ☒ \$5,000 for the 30 day for the term of the Agreement.

B. Rent is payable in advance on the 1st day of each calendar month, and is due on the first day of each calendar month.

C. If Commencement Date falls on any day other than the day Rent is payable under (B) and Tenant has paid one full month's Rent in advance of Commencement Date, Rent for the second calendar month shall be payable based on a 30-day period.

D. PAYMENT: Rent shall be paid by ☐ personal check, ☐ money order, ☐ cashier's check, ☒ through escrow (per escrow instructions), or ☐ other to (name) Karen at (address) 1000 N. Main St., Natick, MA(or at any other location subsequently specified by Landlord in writing to Tenant) between the hours of 9:00 AM and 5:00 PM on the following days: Monday, Tuesday, Wednesday, Thursday, Friday, Saturday, and Sunday. If any payment is returned for non-sufficient funds (NSF) or because tenant stops payment, then, after that: (i) Landlord may, in writing, require Tenant to pay Rent in cash for three months and (ii) all future Rent shall be paid by ☐ money order, ☐ cashier check.**4. SECURITY DEPOSIT:**A. Tenant agrees to pay \$15,000 as a security deposit. Security deposit will be paid by ☐ personal check, ☐ money order, ☐ cashier's check, ☒ through escrow (see paragraph 3 below), or ☐ other See Addendum #43. Security deposit will be ☐ transferred to and held by Buyer, or ☐ held in Buyer's Broker's trust account. (Note: The maximum amount that Landlord may receive as security deposit cannot exceed two months' Rent for unfurnished Premises, or three months' Rent for furnished Premises.)

B. All or any portion of the security deposit may be used, as reasonably necessary, for: (i) costs of Tenant's default in payment of Rent, which includes Late Charges, NSF fees, or other sums due; (ii) repair damage, excluding ordinary wear and tear, caused by Tenant or by a guest or licensee of Tenant; (iii) clean Premises, if necessary, upon termination of tenancy; and (iv) replace or return personal property or appliances. SECURITY DEPOSIT SHALL NOT BE USED BY TENANT IN LIEU OF PAYMENT OF LAST MONTH'S RENT. If all or any portion of the security deposit is used during tenancy, Tenant agrees to reimburse the total security deposit within three days after written notice is delivered to Tenant. Within 3 days after Tenant vacates the Premises, Landlord shall: (1) furnish Tenant an itemized statement indicating the amount of any security deposit retained and the basis for its disposition and (2) return any remaining portion of the security deposit to Tenant. See Addendum #44.

C. Security deposit will not be returned until all Tenants have vacated the Premises. Any security deposit returned by check shall be made out to all Tenants named on the Agreement, or an addendum modified.

D. No interest will be paid on security deposit unless required by local law.

E. If the security deposit is held by Landlord, Tenant agrees not to hold Broker responsible for its return. If the security deposit is held in Landlord's Broker's trust account, and Broker's authority is terminated before expiration of this Agreement, and security deposits are released to someone other than Tenant, then Broker shall notify Tenant, in writing, where and to whom security deposit has been released. Once Tenant has been provided such notice, Tenant agrees not to hold Broker responsible for the security deposit.

5. ESCROW PAYMENT: (Check all that apply) ☒ Security deposit, ☐ First month's Rent, ☒ Rent for the entire lease term (if lease term is at least 3 months), ☐ Other, per escrow instructions, shall be paid out of Seller's proceeds from the escrow for the purchase of the Premises.**6. LATE CHARGE/RETURNED CHECKS:**A. Tenant acknowledges either late payment of Rent or issuance of a returned check (NSF) may cause Landlord to incur costs and expenses, the exact amounts of which are extremely difficult and impractical to determine. These costs may include, but are not limited to, processing, enforcement and accounting expenses, and late charges imposed on Landlord. If any installment of Rent due from Tenant is not received by Landlord within 5 (or ☐) calendar days after due date, or if a check is returned, Tenant shall pay to Landlord, respectively, an additional sum of \$ 50 or 50 % of the Rent due as a Late Charge and \$25.00 as a NSF fee for the first returned check and \$35.00 as a NSF fee for each additional returned check, either or both of which shall be deemed additional Rent.

The daylight time of the United States (Title 17 U.S. Code) shall be the unabbreviated representation of all time, at any place named, by electronic means in any other means, including telephone or computerized format. Copyright © 1994-2004 CALIFORNIA ASSOCIATION OF REALTORS, INC. ALL RIGHTS RESERVED. RLAS REVISED 10/94 (PAGE 1 OF 6)

Tenant's initials (TV)
Landlord's initials (TV)
Reviewed by _____ Date _____**RESIDENTIAL LEASE AFTER SALE (RLAS PAGE 1 OF 6)**

Agent: Coldwell Banker

Phone: 310 278 9470

Fax: 310 586 9307

Prepared using WINForm® software

Broker: COLOWELL, BANKER RESIDENTIAL BROKERAGE 9030 SUNSET BLVD STE 100, LOS ANGELES CA 90059

Confidential Treatment Requested

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SENATE-PSI-00094047

Received Fax : Apr 02 2006 8:09AM

Fax Station : George Nagler

p. 8

02 04 06 17:12
Apr 01 06 12:38P

IGOR CELOTTI

00240 08-196

p. 8
p. 3

Premises: _____ Date: _____
 41. ☐ **INTERPRETER/TRANSLATOR:** The terms of this Agreement have been interpreted for Tenant into the following language: _____
 Interpreter/Translator Agreement (C.A.R. Form ITA)

42. **FOREIGN LANGUAGE NEGOTIATION:** If this Agreement has been negotiated primarily in Spanish, Chinese, Tagalog, Vietnamese or Korean, pursuant to the California Civil Code, Tenant shall be provided a translation of this Agreement in this language used for negotiation. This lease includes the attached Addendum

Landlord and Tenant acknowledge and agree Brokers: (a) do not guarantee the condition of the Premises; (b) cannot verify representations made by others; (c) cannot provide legal or tax advice; (d) will not provide other advice or information that exceeds the knowledge, education or experience required to obtain a real estate license. Furthermore, Brokers: (a) do not decide what rental rate a Tenant should pay or Landlord should accept; and (f) do not decide upon the length or other terms of tenancy. Landlord and Tenant agree they will seek legal, tax, insurance and other desired assistance from appropriate professionals.

Tenant/Seller: Sweetwater Mesa, LLC Date: 2006
 Address: _____ City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____ E-mail: _____
 Tenant/Seller By: Karen Robe Date: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____ E-mail: _____
 Landlord/Buyer: Sweetwater Melina, LLC Date: _____
 Landlord/Buyer: Ats Range 1, Inc. Date: _____
 Address: 11401 S. 1st St. City: Bayview Hills State: CA Zip: 94010
 Telephone: _____ Fax: _____ E-mail: _____

REAL ESTATE BROKERS:

A. Brokers are not a party to the Agreement between Landlord and Tenant.
 B. Agency relationships are confirmed as above.

Real Estate Broker: Coldwell Banker
 (Agent representing the Buyer in the purchase agreement)
 By (Agent): Ned Badden Date: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____ E-mail: _____
 Real Estate Broker: Hilton & Hyland
 (Agent representing the Seller in the purchase agreement)
 By (Agent): Jeff Hyland Date: _____
 Address: _____ City: _____ State: _____ Zip: _____
 Telephone: _____ Fax: _____ E-mail: _____

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Reviewed by: _____ Date: _____



RLAS REVISED 10/04 (PAGE 5 OF 5)

RESIDENTIAL LEASE AFTER SALE (RLAS PAGE 5 OF 5)

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